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ABSTRACT

The collective bargaining agreement between the University of Medicine and Dentistry of New Jersey and the Council of Chapters (690 members) of the American Association of University Professors (AAUP) covering the period July 1, 1983-June 30, 1986 is presented. The agreement covers the New Jersey Medical School, New Jersey Dental School, Rutgers Medical School, the Graduate School of Biomedical Sciences, and the School of Osteopathic Medicine. Items covered in the agreement include: definitions and recognition of AAUP, policy statements, permanent personnel files, grievance procedure, management responsibilities, association rights, salary scales and adjustments, fringe benefits, faculty travel, professional development, retirement, distribution of overall course schedules, car registration fees, the negotiation procedure and future agreements, availability of contracts, conformity to law, and rules governing working conditions. Fringe benefits include vacation, health benefits program, prescription drug program, eye and dental care program, alternate benefit plan, and deferred compensation plan. (SW)

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AAUP-PREAMBLE

This Agreement is effective July 1, 1983, by and between the University of Medicine and Dentistry of New Jersey (hereinafter called the University) and the Council of Chapters of the American Association of University Professors at the University of Medicine and Dentistry of New Jersey (hereinafter called the Association). The parties recognize that it is the responsibility of the University to provide a quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relationship between the University and the Association under applicable State and Federal law.

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AAUP-ARTICLE I

DEFINITIONS

1. The University...the University of Medicine and Dentistry of New Jersey for this negotiations is comprised of five academic units...

a. UMDNJ-New Jersey Medical School
b. UMDNJ-New Jersey Dental School
c. UMDNJ-Graduate School of Biomedical Sciences
d. UMDNJ-Rutgers Medical School
e. UMDNJ-School of Osteopathic Medicine

2. The Association or the A.A.U.P....the Council of Chapters of the American Association of University Professors at the University. The Council is composed of two chapters:

a. UMDNJ-New Jersey Medical School, UMDNJ-Graduate School of Biomedical Sciences, and UMDNJ-New Jersey Dental School.

b. UMDNJ-Rutgers Medical School and UMDNJ-School of Osteopathic Medicine.

3. Faculty...refers to all faculty members as described in Article II, Recognition.

4. Grievant...a member of the Association who has filed a grievance under Article V.

5. B.A.S.L...the abbreviation for Basic Annual Salary Level; defines compensation resulting from the range of a faculty member.

6. Department...a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field of learning.

7. Section...a departmental sub-group with a discrete professional identification including a national certification board and separate residency programs.

8. Academic Division...a departmental sub-group without a national certification board and/or a separate residency program but having a generally accepted discrete research and/or clinical specialty base.

9. Service Division...a subdivision of a school created to improve and/or coordinate health care delivery.

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AAUP ARTICLE II

RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research faculty and all part-time teaching and/or research faculty who are employed at 50% or more of full-time by the University, but specifically excluding all faculty members who are employed by the University at less than 50% of full-time, all faculty members who in addition to their professorial titles hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director), all interns and residents including those residents holding the title of Instructor, and all other employees not holding academic rank and title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

AAUP-ARTICLE III

POLICY STATEMENTS

The University and the Association adopt the following as policy during the life of this Agreement.

1. The University and the Association agree to continue the established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, sex, marital status, age, national origin, or Association membership.

2. The Association recognizes its responsibility as negotiating agent and agrees to represent all faculty in the negotiating unit.

3. Individual contracts entered into between the University and individual faculty members shall not conflict with the terms of this Agreement.

4. The University agrees to involve the faculty in the effectuation of University policies determining terms and conditions of employment.

5. Where any University regulation or policy is in conflict with any specific provision of the Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern.

6. Neither the Association nor any faculty member represented by it will engage in or support any strike, work stoppage, or other job action.

7. The University shall not institute or support any lockout of faculty.

8. Where there is a disagreement between a faculty member and the chairperson as to any evaluation of his/her performance of academic duties, the faculty member may invite another faculty member to be present as an advisor in the discussion of such disagreement with the chairperson.

9. When a faculty member participates in teaching or patient care responsibilities at an academic center other than his or her own, reasonable notice shall be given, cost of transportation if required shall be approved, and the schedule of work assignments to such faculty shall be reflective of and consistent with obligations involved.

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AAUP-ARTICLE IV

PERMANENT PERSONNEL FILES

A. The permanent personnel file is kept in the Office of the Dean of the faculty member's educational unit. Within five (5) working days of the request and with reasonable notice, faculty members shall have the opportunity at the campus where employed to review and examine pertinent documents including those related to performance evaluation and conduct in their individual, permanent personnel files. The University shall honor the request of the faculty member for copies of documents in their permanent personnel file. The University shall have the right to have the review and examination take place in the presence of an appropriate official of the University. The cost of copying said documents shall be borne by faculty members. The faculty member may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse. Such response will be included in the permanent personnel file and will be attached to and retained with the document in question. If any material derogatory or adverse to the faculty member is placed in the permanent personnel file in question, a copy of such material shall be sent to the faculty member.

B. No document of anonymous origin shall be placed in the permanent personnel file or used against any faculty member in any personnel action.

C. Letters of recommendation relating to initial appointment and promotion which were solicited under conditions of confidentially shall be excluded from the faculty member's inspection.

D. Information which is mutually agreed to be in error shall be corrected or expunged from the permanent personnel file.

E. Any item which may deal specifically with a faculty member's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the faculty member and which is to be relied upon in personnel action shall be made available to the faculty member and a reasonable time provided to respond.

F. The faculty member may add to those records such material as the individual believes necessary to give reasonable representation of the individual's record.

G. Only documents which have been placed in the permanent personnel file may be used in any personnel action.

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GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end relevant and necessary public information, material and documents concerning any grievance shall be provided by the Association and the University upon written request to the other.

The following procedure which may be initiated by a faculty member and/or the Association acting as his or her representative shall be the sole and exclusive means of seeking adjustment and settling those grievances which are grievable under this Article.

Objections to termination for cause and other disciplinary matters shall be handled through the appropriate Bylaws provisions and shall not be grievable under the procedure set forth in this Article.

B. Definition of a Grievance

A grievance is an allegation by a faculty member or the Association that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement or a violation of applicable written University promotion or reappointment procedures.

2. An arbitrary or capricious or improper application of, or failure to act pursuant to other written policies, rules, or regulations of the University, or statutes, which prescribe terms and conditions of employment.

C. Preliminary Informal Procedure

A faculty member may orally present and discuss a grievance with his or her department chairperson on an informal basis. At the faculty member's option, he or she may request the presence of an additional faculty member. If the faculty member exercises this option, the department chairperson may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the University official responsible for the administration of the first formal step of the grievance procedure.

D. Formal Steps

1. Step One

Within thirty (30) days after the event or occurrence or the date on which the aggrieved party first gained or should reasonably have been expected to have gained knowledge of the alleged event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate Dean on the form agreed to by the AAUP and the University. The Dean shall discuss the grievance with the grievant and render a decision to the grievant within fourteen (14) days after receipt of the grievance.

2. Step Two

In the event the grievant is not satisfied with the decision at Step One, he or she may, within ten (10) days of receiving the decision, present an appeal in writing to the Dean of the employing unit. The Dean shall then be obliged to present the appeal before the Committee of Review within seven (7) days. The Committee of Review must hear the case with concern for due process, the grievant must be afforded the opportunity to testify, and the grievant must have the opportunity to be apprised of the basis upon which all actions were taken.

The Committee of Review must render its decision within thirty (30) days after the appeal was presented to the Committee. This period may be extended by mutual consent to a maximum of ninety (90) days. The decision of the Committee of Review must be presented in writing to the appropriate Dean, the grievant, the Association and the University President.

3. Step Three

a. Scope of Arbitration

All appeals of grievance dispositions at Step Two arising out of Section B2, shall be processed as provided in sub-section (b) below. All appeals of grievance dispositions at Step Two arising out of Section B1 shall be processed as provided in sub-section (c) below.

b. If the grievant or the Dean is not satisfied with the written decision of the Committee of Review in a grievance arising out of Section B2, a written appeal shall be sent to the President within ten (10) days.

In the compelling event that the President dissents from the decision of the Committee of Review, he will counsel with them. The President shall render a final decision within thirty (30) days from receipt of the Committee's findings. Copies of the President's decision shall be sent to the grievant, the Association and the Appropriate Dean.

c. If the Association or the University is not satisfied with the disposition at Step Two of a grievance raised under B1 above, within fifteen (15) days from the determination at said Step, the Association, as representative of the faculty member, upon written notification of intent to arbitrate to the President or his designee or the University upon

written notification to the Association, may appeal that decision to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, or any policy of the State, the Board of Higher Education or the University.

Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments. Nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement or applicable written University promotion or reappointment procedures.

Any cost resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

Within thirty (30) days of the execution of this Agreement the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case. Where a member of the panel is unable to serve, another member shall then serve by random selection. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30)days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.

E. 1. Matters pertaining to promotion and non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article III, Section 1 or claimed violations of applicable written University promotion or reappointment procedures. In all such cases the burden of proof shall be upon the grievant and the decision shall not be set aside during the process of the grievance. In no such cases may an arbitrator order promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved School for elimination of defects in the procedural process.

2. Where a matter is remanded pursuant to subparagraph 1. above, the arbitrator may, where appropriate, direct that the President of the University, in consultation with the Association, appoint an ad hoc review committee to substitute for any individual or committee which had been involved in the previous promotion or reappointment action. The purpose of such ad hoc committee will be to consider the involved matter and elimination of defects in the procedural process or elimination of

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impropriety in the decision making process and to make its recommendations concerning the involved promotion or reappointment matter to the individual or committee having original jurisdiction.

F. Time Limits

1. A grievance must be filed at Step One within thirty (30) days from the date on which the act which is the subject of the grievance occurred or thirty (30) days from the date on which the individual faculty member should reasonably have known of its occurrence.

2. In the event that the time limitations imposed under Step One and Two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next highest step.

3. Should a grievant be dissatisfied with the decision or should no decision be forthcoming within the time limitations imposed under Steps 1 and 2, he or she may submit his or her grievance to the next step within thirty (30) days.

4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at, or moved to, Step Two without a hearing at a lower step.

5. Where a grievance directly concerns and is shared by more than one faculty member, such group grievance may properly be initiated at Step Two if such Step is the first level of supervision common to the several grievants.

6. Claims of violation of procedure by any promotion or retention committee must have been reported to the Dean of the School by the individual grievant within fifteen (15) days from the date on which such claimed violation took place or fifteen (15) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such fifteen (15) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

7. No adjustment of any grievance shall be imposed retroactively beyond the date on which the grievance was initiated or the thirty (30) day period provided in Section F.1. above except that payroll errors and related matters shall be corrected to date of error.

8. Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.

9. If at any step in the grievance procedure the University's decision is not appealed within the appropriate time limits, such grievance will be considered closed and there shall be no further review or appeal.

G. The grievant may be represented by the University Unit Association Chapter Representative at Step One and Two of the Grievance Procedure. No more than two (2) Association representatives may be present at any time

and no Association representative will permit attendance at hearings to interfere with obligations to the University. Where more than one Association representative is present, only one shall act as spokesperson for the grievant.

H. Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.

I. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

J. Grievance records shall not be part of the permanent personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

K. Reference to days in this Article means calendar days.

L. Committee of Review

1. a. The Committee shall be composed of equal numbers of faculty selected by the Association and other members selected by the University plus alternates and a chairperson selected jointly by the University President and the Chairman of the AAUP.

b. Normally, the Committee shall be six (6) members, three (3) individuals selected by the Association and three (3) individuals selected by the Administration, plus the chairperson. Where a majority of the Committee agrees that additional representatives are useful due to the nature of a particular grievance, equal numbers of additional representatives shall be selected by each side.

c. The Chairperson shall be a non-voting member except in the case of a tie vote, with authority to administer its activities and shall be responsible for convening meetings when grievances have been referred to the Committee under Section D.2 above.

2. a. Annually, the Association and the Administration shall each select three (3) members and three (3) additional alternates of the Committee, who shall serve from July 1 until the following June 30. Alternates shall replace any regular member who is disqualified under section 2.b. below, or is otherwise unable to serve and may serve as additional members as provided in 1.b. above.

b. Faculty members may not serve on the Committee when the grievant is a member of the same department in which the faculty member is employed.

c. Members of the Committee may serve an unlimited number of terms.

d. The Committee may meet with less than its full membership provided equal numbers of voting members from each side are present.

e. The entire Committee must be present at the meeting when the final determination takes place.

3. The grievant, and if he or she wishes, the Association representatives, will be afforded an opportunity to inspect relevant documentary and other evidence, except confidential letters of recommendation and to present necessary witnesses. The grievant shall also be provided with a copy of any such materials unless the University objects on the grounds that such production would be burdensome. In that event the Committee shall determine whether such production is relevant. The administration will, to the extent practicable, secure the cooperation of such witnesses. The administration shall also make available the necessary documents and other evidence within its control.

4. The grievant, his or her representative, and the appropriate administrative officer, shall have the right to examine and cross-examine witnesses, and have one pre-emptory challenge to the membership of the Committee.

5. Hearings of the Committee shall be tape-recorded. The administration shall be responsible for providing the necessary equipment and storing the tapes which shall be available to either party for review.

6. Procedural questions not addressed in the Agreement shall be decided by the Chairperson, not inconsistent with this Agreement.

7. If the Committee has begun to process a grievance, that Committee shall maintain jurisdiction to completion notwithstanding the appointment of a successor Committee.

8. The parties may agree to the formation of additional Committees of Review which, if established, should function in accordance with the provisions of this Agreement.

MANAGEMENT RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State and the Department of Higher Education reserves all rights, powers,authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws and pursuant to Article III, number 4.

All such rights, powers, authority and prerogatives of management are retained subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

The management retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of faculty members and which are not inconsistent with the express provisions of this Agreement.

On an annual basis, each faculty member shall be assessed and evaluated as to professional competence in the performance of his or her academic duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department chairperson to the appropriate Dean and the faculty member prior to his or her anniversary date and shall be incorporated in the permanent personnel file.

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ASSOCIATION RIGHTS

A. The University agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal University operations. The University may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.

B. Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the University agrees to notify all Deans and department Chairpersons of the names of such faculty and request that their responsibilities be considered when faculty duties are being assigned. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the faculty member and the President of the appropriate AAUP Chapter. Except as provided in this Agreement, however, no faculty member may engage in Association activities during the course of his or her officially assigned academic obligations.

C. Association representatives shall be permitted to transact official business on University property at reasonable times provided that this shall not interfere with or interrupt normal University operations, and provided further that timely request for such utilization is made in advance.

D. The Association shall have the right, in accordance with University procedure, to make reasonable use of University duplicating, computing, office and audio-visual equipment.

E. The Association shall be notified in writing of all new faculty appointments within thirty (30) days after their approval by the Board of Trustees of the University.

F. The University agrees to deduct from each faculty paycheck the professional dues of the Association, provided said faculty furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no requirement for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the appropriate chapter at the end of the calendar month in which such deductions are made, together with a list of faculty from whose pay deductions have been made. Dues deduction for any faculty member in the negotiating unit shall be limited to the Association. Faculty members shall be eligible to withdraw dues

deduction authorization for the Association only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

G. Representation Fee

1. The parties agree that the representation fee contained in the prior collective negotiations agreement shall be continued for the duration of this agreement. Nothing herein shall be deemed to require any faculty member to become a member of the Association.

2. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. New faculty members who are not Association members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of employment.

The representation fee shall be withheld from the regular bi-weekly paycheck and remitted to the Association at the same time and in the same manner as monies collected for dues. The Association shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular membership dues, fees, assessments and representation fees.

4. The Association agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any faculty member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Association for any retroactive or past due representation fee for a faculty member who was identified by the University as excluded or in good faith was inadvertently omitted from deduction of the representation fee.

5. Demand and Return

The representation fee shall be available only if the procedures listed hereafter are maintained by the Association.

a. The Association shall return any part of the representation fee paid by the faculty member which represents the faculty member's additional pro rata share of expenditures by the Association that is either in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.

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b. The faculty member shall be entitled to a review of the amount of the representation fee by requesting the Association substantiate the amount charged. This review shall be accorded in conformance with the internal steps and procedures established by the Association.

c. The burden of proof under the Demand and Return system rests upon the Association.

d. A faculty member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor.

e. The Association shall submit a copy of its review system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.

6. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible faculty members in the negotiation unit are dues paying members of the Association.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

7. Provisions in this clause are further conditioned upon all other requirements set by statute.

H. Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal laws.

I. The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore, may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place.

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It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

J. The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Personnel Office in each unit with a copy of all postings. The parties recognize that University property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the University objects shall be removed and shall be subject to discussion by the Committee established in Article VII, Section I.

SALARY SCALES AND SALARY ADJUSTMENTS

All salary adjustments shall be subject to the terms and conditions of the appropriations legislation and administered consistent with the rules and regulations adopted by the University in conformity with the appropriate elements of the State's Compensation Plan.

Subject to legislative enactment providing appropriation of funds for these specific purposes, the following salary adjustments will be made during fiscal years 1983-84, 1984-85, and 1985-86.

1. Salary adjustments in the amounts indicated below shall be implemented as of the first day of the first full pay period following the dates indicated in the table. In those cases where the application of the indicated salary adjustment would cause the salary to exceed the salary caps as described in Section 2, below, then, the individual shall be compensated at the cap amount.

DATE	AMOUNT OF ADJUSTMENT
1/84	3% added to the current academic base salary
7/84	3% of the FY-84 academic base salary
1/85	3% of the FY-84 academic base salary
7/85	3% of the FY-85 academic base salary
1/86	3% of the FY-85 academic base salary

2. Salary caps for the B.A.S.L. ranges shall be set at the levels below as of the first day of the first full pay period following the indicated dates.

1/84	$60,770
7/84	62,593
1/85	64,416
7/85	66,348
1/86	68,545

3. Salary Ranges - Each position in the bargaining unit shall be assigned to a specific B.A.S.L. salary range. Each salary range shall consist of a minimum and a maximum which shall increase over the life of this contract in accordance with the schedule set forth in Item #1. No full time employee shall be paid less than the minimum of his salary range and no part-time faculty member shall be paid less than the pro-rated minimum of the range.

4. Increments - Full-time faculty members who are not at the top of the range or capped shall be eligible for increment payments and shall have their salaries increased effective the first day of the pay period following their anniversary dates in accordance with the schedule set forth below. (Part-time faculty members will receive pro-rated increments).

ANNIVERSARY DATES	INCREMENT
7/1/83 - 6/30/84	$1200
7/1/84 - 6/30/85	1300
7/1/85 - 6/30/86	1500

5. Exceptional Merit Awards - The University shall establish a pool of $50,000 in each of the three years of this contract to be used to pay lump sum bonuses to members of the faculty whose performance has been exceptional. Such bonuses shall be in amounts ranging from $500 to $1,500 with the exact amount for any individual being recommended by their Chairman and then approved by the Dean. The pool money will be allocated to the various units on a pro-rata basis reflecting the distribution of the faculty among the units. The criteria for selection shall be promulgated by the administration which shall seek input from a joint faculty/administration committee. The ultimate selection process will be similar to the Appointments and Promotion process in that each department's nominees will be recommended through the Chairman to the Dean. The Dean will forward the recommendations to the Appointments and Promotions Committee for its review. The Appointments and Promotions Committee will then make its recommendations to the Dean who will select from these recommendations in granting these awards. The decision of the Dean on these matters shall be final and binding and not subject to grievance and/or arbitration. In the event that a unit does not utilize its full allocation of the merit pool, any balance shall be returned to the Vice President of Academic Affairs who shall re-allocate it to other units as he sees fit.

6. Promotions - When an individual faculty member is promoted from one rank to another, the individual's academic base salary shall be adjusted to the minimum salary of the new rank or six percent above the individual's current salary, whichever is greater. Promotional adjustments shall not alter a faculty member's anniversary date.

7. Anniversary Dates

Newly hired faculty will have an anniversary date of January 1, April 1, July 1 or October 1, whichever quarterly date immediately follows twelve (12) months of executive employment.

8. Salary Holdback

The University will continue the procedure whereby each faculty member's bi-weekly pay will be held back in payment by one (1) workday. Such holdback monies shall be considered to have been earned by the faculty member and will be taken into account when computing a faculty member's final bi-weekly pay when he or she leaves the employ of the University.

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FRINGE BENEFITS

Any fringe benefits uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by the terms of this Agreement. Should changes in any of the programs defined herein be affected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

The identified benefits are:

A. Vacation

1. Full-time (12 month) faculty members are entitled to vacation of one (1) month (22 working days) for eleven (11) months of service except that during the first twelve (12) months of appointment the full-time faculty member shall accrue vacation at the rate of one and one-half (1-1/2)) days per month.

2. Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.

3. In instances where faculty are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days: Vacation days = percent of appointment times percent of year employed times annual rate.

B. Health Benefits Program

1. The University offers all eligible faculty members and their dependents Blue Cross-Blue Shield with Rider J and Major Medical Insurance at no cost to the faculty member. Such coverage is effective the first day of the month following two (2) full months of employment and is subject to completion of the appropriate forms; coverage is not automatic. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission.

2. Pursuant to N.J.S.A. 26:2J-1 et seq., eligible faculty members may opt to receive medical coverage from approved Health Maintenance Organizations when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Under the applicable law, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health

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Maintenance Organization will be required to contribute the difference in the cost for such participation.

C. Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to all eligible faculty members and their eligible dependents. Each prescription prescribed by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to deductible provision which shall not exceed $3.50 per prescription or renewal of such prescription unless otherwise provided by statute and shall be subject to specific procedural and administrative rules and regulations which are part of the Program.

D. Eye Care Program

The State shall continue the Eye Care Program during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible faculty members and their eligible dependents (spouse and children under 19 years of age or under 23 if resident in the household or a full-time student and not employed in a full-time position).

The Program shall provide for eligible faculty members and dependents to receive a $25 payment for prescription eyeglasses with regular lenses and a $30 payment for such glasses with bifocal lenses.

Each eligible faculty member and dependent may receive only one (1) payment during each two (2) year period. Payments for claims in the third year of the agreement will be considered as a payment in a two year period which includes the first year of a successor agreement. The extension of benefits to dependents shall be effective only after the faculty member has been continuously employed for a minimum of sixty (60) days.

The forms to be filled out by the faculty member for payment shall identify both the State and the Association, but shall be submitted directly to the State.

E. Dental Care Program

The State shall continue the Dental Care Program during the period of this Agreement. The Program shall be administered by the State and shall provide benefits to all eligible faculty members and their eligible dependents.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly

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salary deduction not to exceed fifty percent (50%) of the cost of the type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.

There shall be only one opportunity for each eligible faculty member to enroll each year and elect the type of coverage desired and, once enrolled, continued participation shall be mandatory for that year.

An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit when legally and administratively feasible. Participation in this program shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. When the new program is available, the employees will be able to enroll in only one of the two programs or in no program at all.

F. Alternate Benefit Plan

All eligible faculty members shall be enrolled in the Alternate Benefit Plan. The Alternate Benefit Plan is administered by the New Jersey Division of Pensions, is subject to appropriate legislation, and has three (3) elements:

a. Retirement Annuity Plan
b. Group Life Insurance Plan
c. Disability Insurance Plan

G. Deferred Compensation Plan

The University shall continue to permit eligible employees to participate in the Deferred Compensation Plan so long as the State maintains the plan.

Employees who participate may voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

It is further understood that the maximum amount of deferrable income under this plan shall be twenty-five percent (25%) or $7500 whichever is less.

H. Other

1. The University provides Worker's Compensation Benefits and Social Security Benefits to all eligible faculty.

2. Comprehensive information on all fringe benefits programs shall be available in the Personnel Office of each campus.

FACULTY TRAVEL

Faculty shall be permitted sufficient time away from their academic assignments for previously approved scholarly and professional purposes subject to the following provisions:

1. The faculty member will have complied with the travel regulations of the University.

2. It shall be the responsibility of the faculty member to provide adequate substitutes for all regularly scheduled University activities in his or her absence. Such substitutes must have the prior approval of the department chairperson.

3. Funds to support faculty travel shall be allocated on a departmental basis and to the extent of money allocated, faculty travel will normally be authorized for the following purposes in order of priority:

a. To officiate, or to serve in another official capacity, or to make a formal presentation at a professional conference or meeting.

b. To attend a professional conference or meeting pertaining to the academic interests of the faculty member.

4. This provision shall not alter the right of the University to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution.

PROFESSIONAL DEVELOPMENT

A. The University shall undertake a good faith effort to achieve comparable standards of professional development at all units of the University. Nothing in this provision shall be construed to reduce the overall standards of professional development at any of the units; nor shall anything in this provision be construed to relieve members of the bargaining unit at any of the units of their full academic and other University responsibilities. Professional development shall not be used for justification of remunerative employment outside the University.
B. All faculty members employed less than full-time shall consult with their department chairperson prior to undertaking professional development activities.

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RETIREMENT

Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, the Alternate Benefit Plan, or the Public Employees Retirement System, as may apply.

The services of any individual may be continued after the State mandated retirement age for periods of one (1) year upon recommendation by the President and approval by the Board of Trustees.

DISTRIBUTION OF OVERALL COURSE SCHEDULES

The administration of each school shall make a good faith effort to distribute the overall course schedule for the academic year to the faculty of that school no later than one (1) calendar month after its approval.

Development of the academic calendar is a matter determined by the University By-Laws. Agreement on the distribution of the overall course schedule in each school is not intended to be determinative of the negotiability of the content of the academic calendar or overall course schedule.

REGISTRATION OF VEHICLES AND RELATED FEES

A. Fees for registration of vehicles or fees for parking for faculty shall be negotiated prior to their imposition or change.

B. The present annual parking and registration fee of $30.00 for the first vehicle and $1.00 for each additional vehicle shall be continued for the duration of this agreement. The purpose of this is to regulate the use of lots at the Piscataway, Newark, and Camden campuses and to assure that no unauthorized vehicles are parked at such lots.

C. Should the University undertake construction of additional parking facilities where assigned spaces may be available to faculty on a voluntary basis, the rate charged to faculty for reserved parking will be based on a self-amortization schedule. Regulations and conditions for subscription to utilize such facilities will prescribe the rates and other conditions which apply to such use.

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 1986. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than September 30, 1985 or September 30 of any subsequent year for which this Agreement was automatically renewed.

Official notice to the University will be made by addressing the President of the University. Official notice to the Association will be made by addressing the Chairman of the Association.

THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

A. The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for faculty of the University.

B. The parties recognize that the negotiating process is bound up with the State budget process and will endeavor in good faith to reach agreement in time to influence the budget process.

C. Any agreements so negotiated shall be reduced to writing.

D. The University agrees to recognize seven (7) faculty members designated by the Association as representatives for collective negotiations. The Association shall provide the University with written notice of the names of such faculty members. This designation shall not preclude the Association from designating substitutes for its representatives nor from enlarging the number by mutual consent of the parties to provide for factual knowledge or expertise with respect to a particular subject under discussion at particular negotiating sessions.

E. The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counterproposals in the course of negotiations.

F. If agreement cannot be reached between the Association and the University, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

AVAILABILITY OF CONTRACTS

Within thirty (30) days after the signing of this Agreement by both parties, one thousand,five hundred (1,500) copies of this Agreement shall be printed by the University. The University will deliver two hundred (200) copies to the Association for their office use and will arrange distribution to all members of the recognized unit now employed or thereafter employed by the University. In the case of future faculty members, distribution shall be effected at the time of personnel processing.

All stipulations noted above in the first paragraph shall also apply to any and all memoranda of understanding reached by both parties during the term of this Agreement.

CONFORMITY TO LAW

A. This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provision of this Agreement shall at any time be held to be contrary to law, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.

B. It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

C. The Association agrees that, in the event any provision of this Agreement would inhibit Federal funding, it would be willing to reopen negotiations with respect to a substitute for the affected provision to the extent permitted by law.

RULES GOVERNING WORKING CONDITIONS

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving terms and conditions of employment, whether in the Bylaws or elsewhere, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended.
Patent Language: The parties agree that any terms and conditions of employment contained in the patent policy dated July 1, 1983 proposed by a joint committee of the Association and the University shall be part of this agreement.

DATE: OCTOBER 1, 1984

For the University:

Stanley S. Bergen, Jr., M.D., President

Richard C. Reynolds, M.D., Senior
Vice President for Academic Affairs

For the State:

Nancy Schaefer, Governor's Office of
Employee Relations

For the Department of Higher Education:

Judith Turnbull, Director of Employee
Relations and Personnel Policies

For the University of Medicine and Dentistry
of New Jersey, Council of Chapters of the
American Association of University Professors:

Arthur J. Kahn, Ph.D. Chairman
Council of Chapters of AAUP 1983-84

Lawrence Feldman, Ph.D., Negotiator
Council of Chapters of AAUP

Frank J. Wilson, Ph.D. Negotiator
Council of Chapters of AAUP

Norman J. Sissman, M.D., Chairman Elect
Council of Chapters of AAUP

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